



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, DECEMBER 18, 2014 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

Debbie Holland, Mayor
Anne Cano, Place 1
Paul Prince, Place 2
Ronnie Quintanilla-Perez, Place 3, Mayor Pro-tem
Michael J. Smith, Place 4
Melanie Rios, Place 5
Max V. Yeste, Place 6

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMUNICATION**

5A. Remarks from visitors. (*Three-minute time limit*)

6. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

6A. Consideration and possible action on a resolution concerning the proposed Subdivision Case #1368-PLAT, Case Name: Hutto Highlands Section 1 Phase B2 Final Plat, (12.45 acres, more or less, of land, 50 single-family lots), located at FM 1660 N at the intersection of Hibiscus Drive and Hendelson Lane. (Owner: Hutto Development LTD; Agent: Randall Jones & Associates Engineering Inc)

- 6B. Consideration and possible action on the second reading of an ordinance amending article 22.07 of the Hutto Code of Ordinances adding school zones on FM 1660 South and CR 137.
- 6C. Consideration and possible action on a resolution concerning the issuance of Purchase Orders to Caldwell Country Ford for the purchase of two (2) Police Utility Vehicles and one (1) half-ton Extended Cab Pickup Truck for Public Works.
- 6D. Consideration and possible action concerning the City Council meeting minutes for December 4, 2014 City Council and Library Advisory Board Work Session and December 4, 2014 regular City Council meeting.
- 6E. Consideration and possible action on a resolution concerning an interlocal purchasing agreement with Harris County.

REGULAR AGENDA ITEMS

7. RESOLUTIONS:

- 7A. Consideration and possible action on a resolution concerning Addendum No. 1 to the agreement with American Constructors, Inc. for the Gin Building Rehabilitation.

8. OTHER BUSINESS:

- 8A. Consideration and possible action nominating an individual to represent the City of Hutto on the Williamson County and Cities Health District (WCCHD).

9. WORK SESSION:

A work session is conducted for information or educational purposes. No action is taken by the Council on items listed. It is the policy of the City Council that public comment will not be allowed for work session items.

- 9A. Work session on the proposed East Street improvements.

10. EXECUTIVE SESSION:

- 10A. Executive Session as authorized by §551.074, Texas Government Code, Personnel Matters, regarding appointments to the Planning and Zoning Commission, Hutto Economic Development Corporation Board of Directors, and the Zoning Board of Adjustment.

11. ACTION RELATIVE TO EXECUTIVE SESSION:

- 11A. Consideration and possible action on recommendations from the Leadership and Legislative Committee for appointments to the Planning and Zoning Commission, Historic Preservation Commission, Zoning Board of Adjustments, Economic Development Board, Keep Hutto Beautiful Commission, Parks Advisory Board, Library Advisory Board, and Ethics Review Commission.

12. **EXECUTIVE SESSION:**

- 12A. Executive Session as authorized by §551.072, Texas Government Code, related to the discussion, deliberation, and/or negotiations regarding acquisition of real property from Tex Mix Land, Ltd-Parcel 12, for the FM 685 improvements.
- 12B. Executive Session as authorized by §551.074, Texas Government Code, related to the discussion, deliberation, and/or negotiations regarding the quarterly performance evaluation of the City Manager.

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

CERTIFICATION

I certify that this notice of the December 18, 2014 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, the 12th day of December 2014 at 3:15 pm


Christine Martinez, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at 512/ 759-4033 or city.secretary@HuttoTX.gov for assistance.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6A. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Will Guerin, AICP, CNU-A, Development
Services Director

ITEM: Consideration and possible action on a resolution concerning the proposed Subdivision Case #1368-PLAT, Case Name: Hutto Highlands Section 1 Phase B2 Final Plat, (12.45 acres, more or less, of land, 50 single-family lots), located at FM 1660 N at the intersection of Hibiscus Drive and Hendelson Lane. (Owner: Hutto Development LTD; Agent: Randall Jones & Associates Engineering Inc)

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:

Hutto Highlands Section 1 Phase B-2 contains 50 lots on 12.45 acres. The single-family lots line extensions of Plantain Drive and Hendelson Lane from Phase B-1, totaling 2,013 linear feet of new roadway. Staff comments have been adequately addressed.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on December 9, 2014. The motion passed 3 in favor and one abstention.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - Hutto Highlands Sec1 Ph B2
2. Exhibit A - Hutto Highlands Sec 1 Ph B2 Final Plat

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF HUTTO TO APPROVE THE FINAL PLAT KNOWN AS “HUTTO HIGHLANDS SECTION 1 PHASE B2”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council hereby approves the resolution for the final plat known as “Hutto Highlands Section 1 Phase B2”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

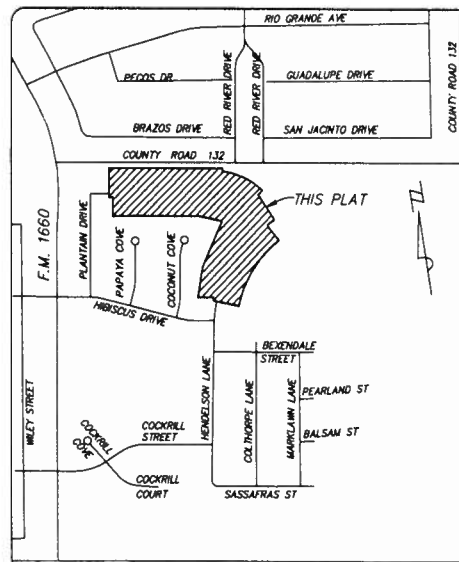
RESOLVED on this the **18th** day of the month **December, 2014**.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary



LOCATION MAP

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.
C1	22.52	945.00	1°21'55"	N21°26'52"E
C2	49.03	895.00	3°08'19"	S63°33'04"W
C3	24.17	15.00	92°18'32"	S15°49'38"W
C4	597.85	945.00	36°14'52"	N38°53'21"E
C5	54.65	945.00	3°18'48"	N23°47'14"E
C6	60.70	945.00	3°40'49"	N27°17'03"E
C7	58.13	945.00	3°31'22"	N30°53'11"E
C8	58.14	945.00	3°31'28"	N34°24'39"E
C9	58.15	945.00	3°31'31"	N37°56'10"E
C10	58.16	945.00	3°31'34"	N41°27'42"E
C11	58.17	945.00	3°31'37"	N44°59'18"E
C12	58.18	945.00	3°31'40"	N48°30'56"E
C13	58.20	945.00	3°31'43"	N52°02'32"E
C14	52.86	945.00	3°12'19"	N55°24'38"E
C15	22.87	15.00	87°20'25"	N1°20'35"E
C16	243.40	275.00	50°42'44"	N55°41'00"W
C17	39.33	275.00	8°11'41"	N34°25'29"W
C18	102.03	275.00	21°15'31"	N49°09'05"W
C19	102.03	275.00	21°15'31"	N70°24'36"W
C20	287.66	325.00	50°42'44"	N55°41'00"W
C21	30.11	325.00	5°18'31"	N78°23'06"W
C22	55.78	325.00	9°50'03"	N70°48'49"W
C23	55.78	325.00	9°50'03"	N60°58'46"W
C24	55.78	325.00	9°50'03"	N51°08'43"W
C25	55.78	325.00	9°50'03"	N41°18'39"W
C26	34.41	325.00	6°04'00"	N31°21'38"W
C27	23.01	15.00	82°53'01"	N74°16'09"W
C28	55.21	945.00	3°20'52"	N63°22'42"E
C29	24.32	15.00	92°54'06"	N76°46'41"W
C30	562.50	895.00	36°00'36"	N38°49'58"E
C31	69.26	895.00	4°28'02"	N54°33'16"E
C32	70.52	895.00	4°30'52"	N50°04'47"E
C33	70.50	895.00	4°30'47"	N45°33'58"E
C34	70.48	895.00	4°30'42"	N41°03'31"E
C35	70.46	895.00	4°30'38"	N36°32'33"E
C36	70.44	895.00	4°30'34"	N32°01'57"E
C37	70.43	895.00	4°30'31"	N27°31'26"E
C38	70.42	895.00	4°30'29"	N23°00'55"E

LINE TABLE	
LINE	LENGTH BEARING
L1	20.00' S08°57'38"W
L2	51.89' N63°26'28"W
L3	42.03' N08°57'38"E

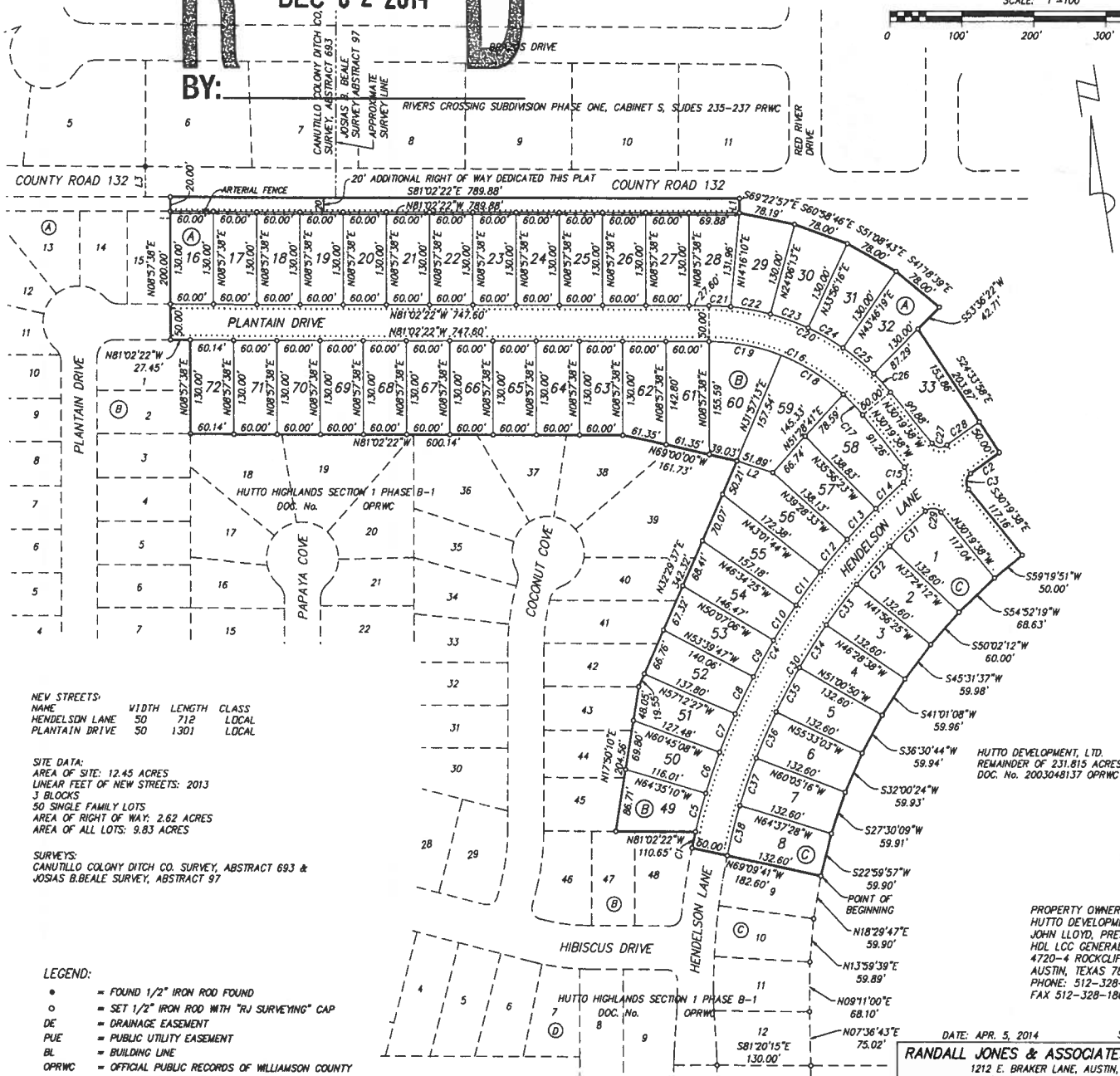
NEW STREETS:			
NAME	WIDTH	LENGTH	CLASS
HENDLSON LANE	50	712	LOCAL
PLANTAIN DRIVE	50	1301	LOCAL

SITE DATA:
 AREA OF SITE: 12.45 ACRES
 LINEAR FEET OF NEW STREETS: 2013
 3 BLOCKS
 50 SINGLE FAMILY LOTS
 AREA OF RIGHT OF WAY: 2.62 ACRES
 AREA OF ALL LOTS: 9.83 ACRES

SURVEYS:
 CANUTILLO COLONY DITCH CO. SURVEY, ABSTRACT 693 &
 JOSIAS B. BEALE SURVEY, ABSTRACT 97

- LEGEND:
- = FOUND 1/2" IRON ROD FOUND
 - = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - BL = BUILDING LINE
 - OPRC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY
 - (A) = BLOCK NAME
 - = SIDEWALK REQUIRED
 - = ARTERIAL FENCE

RECEIVED
 DEC 02 2014
 BY:



PLAT OF
HUTTO HIGHLANDS SECTION 1 PHASE B-2
 CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS
 SCALE: 1"=100'



PROPERTY OWNER
 HUTTO DEVELOPMENT, LTD.
 JOHN LLOYD, PRESIDENT
 HOL LCC GENERAL PARTNERSHIP
 4720-4 ROCKCLIFF ROAD
 AUSTIN, TEXAS 78748
 PHONE: 512-328-0860,
 FAX 512-328-1868

DATE: APR. 5, 2014 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

PLAT OF
HUTTO HIGHLANDS SECTION 1 PHASE B-2
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

HUTTO HIGHLANDS SECTION 1 PHASE B-2:

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 AND A PART OF THE CANUTILLO COLONY DITCH COMPANY SURVEY ABSTRACT NO. 693 AND BEING A PART OF THAT 231.815 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, L.T.D., BY DEED RECORDED IN DOCUMENT NO. 2003048137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LOT 1, BLOCK G, HUTTO HIGHLANDS SECTION 1, PHASE A, AS RECORDED IN CABINET CQ, SLIDES 132 AND 133 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S.81°20'15"E. (BEARING BASIS) ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING FOUR COURSES:

1. N.07°36'43"E. A DISTANCE OF 75.02 FEET TO A 1/2" IRON ROD SET;
2. N.09°11'00"E. A DISTANCE OF 68.10 FEET TO A 1/2" IRON ROD SET;
3. N.13°59'39"E. A DISTANCE OF 59.89 FEET TO A 1/2" IRON ROD SET;
4. N.18°28'47"E. A DISTANCE OF 59.89 FEET TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING.

THENCE CONTINUE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING TEN COURSES:

1. N.69°09'41"W. A DISTANCE OF 182.60 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
2. NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.52 FEET, SAID CURVE HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 0°12'35" AND A CHORD BEARING N.21°26'52"E. A DISTANCE OF 22.52 FEET TO A 1/2" IRON ROD SET;
3. N.81°02'22"W. A DISTANCE OF 110.65 FEET TO A 1/2" IRON ROD SET;
4. N.17°50'10"E. A DISTANCE OF 204.56 FEET TO A 1/2" IRON ROD SET;
5. N.32°29'37"E. A DISTANCE OF 342.32 FEET TO A 1/2" IRON ROD SET;
6. N.69°00'00"W. A DISTANCE OF 161.73 FEET TO A 1/2" IRON ROD SET;
7. N.81°02'22"W. A DISTANCE OF 600.14 FEET TO A 1/2" IRON ROD SET;
8. N.08°57'38"E. A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
9. S.81°02'22"W. A DISTANCE OF 27.45 FEET TO A 1/2" IRON ROD SET;
10. N.08°57'38"E. A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD SET IN THE SOUTH LINE OF COUNTY ROAD 132 AND THE NORTH LINE OF SAID 231.815 ACRE TRACT;

THENCE S.81°02'22"E. ALONG SAID NORTH LINE A DISTANCE OF 788.88 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING 19 COURSES:

1. S.08°57'38"W. A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD SET;
2. S.69°22'57"E. A DISTANCE OF 78.19 FEET TO A 1/2" IRON ROD SET;
3. S.60°58'48"E. A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET;
4. S.51°08'43"E. A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET;
5. S.41°18'39"E. A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET;
6. S.53°38'22"W. A DISTANCE OF 42.71 FEET TO A 1/2" IRON ROD SET;
7. S.24°33'38"E. A DISTANCE OF 203.87 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;
8. SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.03 FEET, SAID CURVE HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 03°08'19" AND A CHORD BEARING S.63°33'04"W. 48.02 FEET TO A 1/2" IRON ROD SET AT A POINT OF COMPOUND CURVE OF A CURVE TO THE LEFT;
9. SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.17 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 82°18'33", AND A CHORD BEARING S.15°40'38"W. 21.64 FEET TO A 1/2" IRON ROD SET;
10. S.30°19'38"E. A DISTANCE OF 117.16 FEET TO A 1/2" IRON ROD SET;
11. S.30°19'37"W. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
12. S.54°50'19"W. A DISTANCE OF 68.63 FEET TO A 1/2" IRON ROD SET;
13. S.50°22'12"W. A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;
14. S.45°31'37"W. A DISTANCE OF 59.98 FEET TO A 1/2" IRON ROD SET;
15. S.41°01'08"W. A DISTANCE OF 59.96 FEET TO A 1/2" IRON ROD SET;
16. S.36°30'44"W. A DISTANCE OF 58.94 FEET TO A 1/2" IRON ROD SET;
17. S.32°02'24"W. A DISTANCE OF 58.93 FEET TO A 1/2" IRON ROD SET;
18. S.27°30'09"W. A DISTANCE OF 58.91 FEET TO A 1/2" IRON ROD SET;
19. S.22°39'57"W. A DISTANCE OF 58.90 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 12.45 ACRES, MORE OR LESS

DEDICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT HUTTO DEVELOPMENT, L.T.D., ACTING BY AND THROUGH MR. JOHN LLOYD, PRESIDENT AND BEING THE OWNER OF 231.815 ACRES OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 2003048137 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 12.45 ACRES OUT OF SAID TRACT AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "HUTTO HIGHLANDS SECTION 1 PHASE B-2".

JOHN LLOYD, PRESIDENT
HUTTO DEVELOPMENT, L.T.D.

AUSTIN, TEXAS 78746

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, _____, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME (OR PROVED TO ME ON THE OATH OF _____ TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A. D., 20____.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME SEAL

MY COMMISSION EXPIRES: _____

STANDARD PLAT NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS SHALL CONFORM TO CITY CODES AND REGULATIONS.
3. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER CITY CODES AND REGULATIONS.
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH CITY CODES AND REGULATIONS.
9. WATER WILL BE AVAILABLE THROUGH JONAH S.U.O. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. WASTEWATER WILL BE AVAILABLE THROUGH JONAH S.U.O. AFTER THE APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
10. NO PORTION OF THIS TRACT IS ENCRASURED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
11. NO PORTION OF THIS TRACT IS ENCRASURED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
12. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/4" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
13. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO CODES AND REGULATIONS, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
14. OFF-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
15. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
16. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS.
17. SIDEWALKS TO BE PROVIDED ALONG ALL STREETS BOUNDING THE SUBDIVISION.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2003048137 F THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF 23.600 ACRES OF LAND SITUATED IN THE CITY OF HUTTO, WILLIAMSON, COUNTY, TEXAS, AND DO HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE

BY: _____

NAME: _____

TITLE: _____

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, _____, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME (OR PROVED TO ME ON THE OATH OF _____ TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A. D., 20____.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME SEAL

MY COMMISSION EXPIRES: _____

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R.B. Jones 11/25/14
R. BRENT JONES DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671



SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

John Kenneth Weigand Nov. 25, 2014
J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS



APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 20____.

MAYOR, CITY OF HUTTO DATE
DEBBIE HOLLAND

CITY SECRETARY DATE
CHRISTINE MARTINEZ

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: APR. 5, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6B. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Matthew Bushak, P.E. City Engineer

ITEM: Consideration and possible action on the second reading of an ordinance amending article 22.07 of the Hutto Code of Ordinances adding school zones on FM 1660 South and CR 137.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:

The ordinance will add language designating school zones on FM 1660 South and CR 137. More students are expected to walk or bike to school with the completion of the FM 1660 South Sidewalk project. The school zone signage and striping for CR 137 is shown in the project plans and will be installed by the City's contractor. TxDOT is designing and will install the signage and striping along FM 1660 South. The pedestrian crossing of FM 1660 South at CR 137 is controlled with pedestrian signals. The HISD will staff a crossing guard at the pedestrian crossing of CR 137 near the north entrance to Farley Middle School.

BUDGETARY AND FINANCIAL SUMMARY:

The cost of the CR 137 portion of the school zone improvements is included in the FM 1660 S Sidewalk project budget. TxDOT will bear the cost of installing infrastructure on FM 1660 S.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The ordinance has been submitted to the City Attorney for review.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. Ordinance - Adding School Zones
2. School Zone Exhibit

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS BY AMENDING ARTICLE 22.07: TRAFFIC SCHEDULES; SECTION 22.07.002: SCHOOL ZONES; TO DESIGNATE SHOOOL ZONES ON FM 1660 SOUTH AND CR 137; PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

I.

That Article 22.07: Speed Limits; Section 22.07.002: School Zones shall be amended to reflect the following addition of FM 166 South and CR 137:

Street	Direction of Travel	Location	Speed Limit
F.M. 1660 South	North and South	Beginning 787 feet south of the centerline of County Road 137 (Mile Point 1.939) to 750 feet north of the Centerline of County Road 137 (Mile Point 1.648)	35
C.R. 137	North and South	Beginning at the south curbline of FM 1660 South and ending at 2080 feet south	25

Sec. 12.02.008 Penalty

Any person that violates this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty section 1.01.009 of the Code of Ordinances. (2007 Code, sec. 12.02.008).

II.

A. Publication

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and by the *City Charter*.

B. Severability Clause

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase,

sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

C. Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

D. Effective Date.

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

E. Open Meetings Clause

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

READ and **APPROVED** on **first reading** on this the **4th** day of **December, 2014** at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on **second and final reading** this **18th** day of **December, 2014** at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

PROPOSED SCHOOL ZONES

FM 1660 South and CR 137



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

6C.

AGENDA DATE: December 18, 2014

PRESENTED BY:

Randy Barker, General Services Director

ITEM:

Consideration and possible action on a resolution concerning the issuance of Purchase Orders to Caldwell Country Ford for the purchase of two (2) Police Utility Vehicles and one (1) half-ton Extended Cab Pickup Truck for Public Works.

STRATEGIC GUIDE POLICY: Service Delivery

ITEM BACKGROUND:

Caldwell Country offers vehicles to government entities through their cooperative contracts with the BuyBoard and the Tarrant County Cooperative Purchasing Programs. The City is a member of both cooperative purchasing programs and authorized to purchase from the existing contracts in accordance with Local Government Code Section 271.102.

City Staff have selected the Ford Police Utility Vehicles (Tarrant County Co-Op Bid #2015-165) and Ford F150 Extended Cab (BuyBoard #430-13) offered by Caldwell Country as the preferred vehicles for fleet addition.

BUDGETARY AND FINANCIAL SUMMARY:

The vehicles will be purchased through a capital financing lease. The vehicle enhancements and lease payments were approved in the FY15 Budget. This purchase includes build out of the vehicles which will be done by Caldwell Country except for radios and computer hardware. CAP Fleet Upfitters is the subcontracted firm for Caldwell Country and their quote for upfit of the vehicles is included in supporting documents.

Approved budget estimate for the two (2) Police vehicles was \$110,000. Actual price per attached quote is \$100,729.76.

Approved budget estimate for the one (1) PW Extended Cab F150 was \$27,600. Actual price per attached quote is \$29,289.73. Cost difference will be offset by the \$17,433.21 savings in the Public Works dump truck enhancement.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends Council approve the issuance of Purchase Orders totaling \$130,019.49 to Caldwell Country Ford.

SUPPORTING MATERIAL:

1. Resolution - Vehicle Purchases
2. Quote - Ford Police Utility Vehicles (2)
3. Quote - Ford F150 (PW)

RESOLUTION NO.

WHEREAS, the City of Hutto (“City”) and Caldwell Country Ford have a mutual intent and understanding with respect to the supply of vehicles to the City by Caldwell Country Ford, and

WHEREAS, the City and Caldwell Country Ford agree to enter into a purchasing agreement whereby the City desires to purchase from Caldwell Country Ford two (2) Police Interceptors and one (1) Ford F-150 Pickup Truck intended for use by the City’s Public Works Department and Caldwell Country Ford desires to sell such vehicles to the City, and

WHEREAS, the City and Caldwell Country Ford wish to enter into a Purchasing Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith to supply the vehicles to the City by Caldwell Country Ford,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Mayor is hereby authorized and directed to issue on behalf of the City a Purchase Order to Caldwell Country Ford.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this **18th** day of **December, 2014**.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

CALDWELL COUNTRY FORD-CHEVROLET

800 HWY 21 E. CALDWELL, TEXAS 77836

TARRANT COUNTY PURCHASING CO-OP BID # 2014-165

End User: CITY OF HUTTO

Caldwell Rep: ALAN WILEY 254 865-9112

Contact: DWAIN JONES 512-759-5980

Date: 6-Dec-14

Product Description: FORD POLICE UTILITY

A. Bid Series: 12

A. Base Price: \$ 23,335.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2015 POLICE INTERCEPTOR	INCL	51R	LED DRIVERS SIDE SPOTLIGHT	\$ 395.00
	ALL WHEEL DRIVE	INCL	66A	FRONT LIGHTING SOLUTION	\$ 915.00
	POWER WINDOWS-LOCKS	INCL	43D	INOP COURTESY LAMPS	\$ 20.00
	POWER SEAT	INCL	61S	REMAPPABLE SWITCHES	\$ 155.00
	6-SPEED AUTOMATIC	INCL	53M	SYNC SYSTEM	\$ 295.00
	3.7L V6	INCL	17T	CARGO DOME LAMP	\$ 50.00
	CLOTH BUCKETS FRONT	INCL	18W	INOP REAR WINDOWS	\$ 35.00
	VINYL REAR BENCH	INCL	76R	REVERSE SENSING	\$ 275.00
	RUBBER FLOOR	INCL			
	TILT/CRUISE & AM-FM CD	INCL	CAP	CAP FLEET UPFITTERS	\$ 24,229.88
17A	FRONT AND REAR A/C	\$ 610.00		SEE ATTACHED QUOTE	
59B	KEYED ALIKE 1284X	\$ 50.00			

Total of B. Published Options: \$ 27,029.88

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
PLEASE FAX PURCHASE ORDERS TO	NOTE	BLACK	COLOR
254 865-9118			
alan@caldwellcountry.com	E-MAIL		
ESTIMATED DELIVERY WITH	NOTE		
INSTALLED EQUIPMENT IN	DELIVERY		
120-150 DAYS			

Total of C. Unpublished Options: \$ -

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles

F. Total of A + B + C + D + E = F

G. Quantity Ordered 2 x F =

H.

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE

\$ 100,729.76



CAP Fleet Upfitters

4715 S General Bruce Drive
Temple, TX 76502

QUOTE

Quote # CAPQ4340

Date Oct 7, 2014

NAME/ADDRESS

Hutto Police Department

Phone:

Prepared By
Jason Beaver

O - 254-773-1959
C - 254-718-2435
F - 254-773-1245
jbeaver@capfleetupfitters.com

Project:

Qty	Part #	Description	Unit Price	Total
1	ETSSS100D	SPEAKER	\$131.82	\$131.82
1	PAR28R	3-1/2" EXTEND LED FOG LT RED	\$98.28	\$98.28
1	PAR28B	3-1/2" EXTEND LED FOG LT BLU	\$98.28	\$98.28
2	P28FX11	2011 EXPLORER FOG LT BKT KIT	\$4.32	\$8.64
2	EP2SGS2RB	PREDATOR 2 SINGLE DASH/DECK/GRILLE LIGHT - SPLIT COLORS	\$109.59	\$219.18
1	DS-PAN-212-2	Toughbook Certified Docking Station for Panasonic Toughbook CF-19 MK4/MK5/MK6 Laptops with Power Supply and Dual High Gain Antenna	\$863.28	\$863.28
1	LPT1230-054	4-Hour Low Profile Shut Down Timer	\$99.95	\$99.95
1	AP-CG-Q-S22-BL(36920 1)	CELLULAR/GPS ANTENNA (Black)	\$150.00	\$150.00
1	425-6428	AK-7 Computer Workstation Equipment Console - Ford PI Utility	\$463.53	\$463.53
1	425-6205	DUAL CUP HOLDER EXTERNAL MOUNT	\$32.35	\$32.35
1	425-6411	Arm Rest - Adjustable (4.125" x 9" x 11")	\$98.60	\$98.60
1	425-6295	XTL5000 O5 Head/Millennium Head (REMOTE HEAD)/APX 7500 O5 Head	\$0.00	\$0.00
1	425-6178	SOUNDOFF ETSA REMOTE SIREN FACEPALTE	\$0.00	\$0.00
1	BK2042ITU12	PB450L2 - SOUNDOFF NFORCE	\$559.00	\$559.00
1	EL3SNBRK2LPH	LICENSE PLATE BRACKET, HORIZONTAL MOUNT FOR LED3 MINI LIGHTS	\$9.53	\$9.53
1	EL3SNB	LED3 MINI SURFACE MOUNT LIGHT, BLUE	\$45.88	\$45.88
1	EL3SNR	LED3 MINI SURFACE MOUNT LIGHT, RED	\$45.88	\$45.88
1	ETSA482CSP	400 SERIES REMOTE DUAL TONE SIREN	\$371.65	\$371.65
1	ENL260JJ	nLINE 48" LED Surface Mount Running Light (pair), 10-16v - Split Color Red/Blue LEDs	\$506.25	\$506.25
1		PINNACLE RED/BLUE LIGHTBAR	\$1,250.00	\$1,250.00
1	PETLF33	HOOK KIT - FORD PI UTILITY	\$0.00	\$0.00
1	EL3H08B10RB	ULTRALITE 8 MODULE INTERIOR LED LIGHTBAR W/ SINGLE WARNING ENDS (RED AND BLUE ENDS)	\$336.35	\$336.35
2	ELUC2S010R	UNIVERSAL UNDERCOVER LED, RED in brake lights	\$64.59	\$129.18
2	ELUC2S010J	UNIVERSAL UNDERCOVER LED LIGHT KIT, SPLIT RED/BLUE in back-up lights	\$64.59	\$129.18

Qty	Part #	Description	Unit Price	Total
2	EGHDT1CC	GHOST® Dual Multi-Mount Light	\$173.12	\$346.24
1		PRISONER SEAT WITH READY BUCKLE SYSTEM & CARGO BARRIER	\$1,250.00	\$1,250.00
1	937-0317A	HORIZONTAL WINDOW BARS	\$164.71	\$164.71
1		Model #10-C-VS-RP Uncoated Clear Polycarbonate	\$584.79	\$584.79
1	DSR	DSR RADAR	\$3,250.00	\$3,250.00
1	PDU42WB	Power Distribution Unit	\$275.00	\$275.00
1	933-0093A	Single Drawer Cabinet	\$1,120.00	\$1,120.00
1	933-0092A	Cabinet Subframe with Electronics Sub Panel Mount for 2013 Ford Interceptor Utility	\$244.00	\$244.00
1	BC-30-3	12V outlet kit (3 receptacles)	\$17.12	\$17.12
1	ELS-210	Big Sky Racks ELS Rack System (Remington 870)	\$249.00	\$249.00
1	74304	STRION LED FLASHLIGHT - DC	\$94.50	\$94.50
1	74904	TRAFFIC CONE, ORANGE, STRION	\$5.00	\$5.00
1	475-0194	GR2-AR Handcuff Vertical Mount to Flat Partition Only	\$275.00	\$275.00
1	S3703K	12' STOP STICK SUV KIT, BLACK	\$656.25	\$656.25
1		TRAILER HITCH with 2 inch drop receiver, 2 inch chrome trailer ball & flat 4 trailer wire connector.	\$650.00	\$650.00
1	TINT	WINDOWS, TINTED, FRONT ONLY	\$75.00	\$75.00
1	GRAPHICS	GRAPHICS	\$716.89	\$716.89
1	INSTALL	INSTALLATION (Solder all connections)	\$1,850.00	\$1,850.00
1	CT-CAPH	CAP FLEET WIRING HARNESS	\$125.00	\$125.00
1	SSUPPLY	SHOP SUPPLIES	\$125.00	\$125.00
1	SHIP	SHIPPING CHARGES	\$375.00	\$375.00
1	INSPECT	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY		
1	ARB-KIT-HD256W1M24	PANASONIC ARBITRATOR CAMERA (HD version) W/BODY MIC; NEW DIGITAL WITH 32 GB - SDHC	\$4,731.02	\$4,731.02
1	ARB-APWWQS22-RP-W H	DOUBLE WIFI ANTENNA	\$150.00	\$150.00
1	TGS-3DP	CAMERA CRASH SENSOR WITH WIRING HARNESS AND PIGTAIL	\$248.92	\$248.92
1	ARB-WV-VC31-C	REAR SEAT (PRISONER) CAMERA	\$450.95	\$450.95
1	ARB-256SSD	256 GB 2.5" 7MM SSD FOR ARBITRATOR	\$523.68	\$523.68

SubTotal	\$24,229.88
Shipping & Handling	\$0.00
Total	\$24,229.88

If you have any questions about this quote, please feel free to contact us directly. Thank you!

Accepted By: _____ PO # _____
Title _____ Date _____

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: CITY OF HUTTOCaldwell Rep: ALAN WILEYContact: DONNIE KAASEPhone/email: 254 865-9112 alan@caldwellcountry.ccPhone/email: 512-759-4019Date: Monday, December 08, 2014Product Description: FORD F150 PICKUPA. Bid Series: 111A. Base Price: **\$ 18,260.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
15X1C	2015 EXTENDED CAB	\$ 2,478.00	99F	5.0L V8 GAS	\$ 650.00
163	LONG BED	INCL	101A	EQUIPMENT GROUP	\$ 1,832.00
	2.7L ECOBOOST V6 GAS	INCL		POWER WINDOWS-LOCKS	INCL
	6-SPEED AUTOMATIC	INCL		POWER MIRRORS	INCL
	A/C AND HEAT	INCL		AM-FM CD	INCL
	AM-FM RADIO	INCL		SYNC COMMUNICATIONS	INCL
	40-20-40 VINYL SEAT	INCL		CRUISE CONTROL	INCL
	RUBBER FLOOR	INCL		BOX LINK	INCL
86A	XL CHROME APPEARANCE	\$ 525.00		MY KEY	INCL
	PACKAGE WITH CHROME	INCL	53A	HD TRAILER TOW PACKAGE	\$ 470.00
	BUMPERS AND FOG LAMPS	INCL		RECEIVER HITCH TUBE	
Total of B. Published Options:					\$ 5,955.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 19.3 %

Options	Bid Price	Options	Bid Price
CAP FLEET UPFITTERS CAPQ4756	\$ 4,149.73	PLEASE FAX YOUR PURCHASE ORDER	NOTE
SEE ATTACHED QUOTE		TO 254 865-9118	
CITY OF HUTTO DECAL INSTALLED	\$ 100.00		
ON FRONT DOORS			
SPRAY IN BEDLINER	\$ 425.00	ESTIMATED DELIVERY IN 120-180 DAYS	DELIVERY
		WHITE	COLOR
Total of C. Unpublished Options:			\$ 4,674.73

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 0 miles

K. Subtotal:

L. Quantity Ordered 1 x K =

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

\$ 28,889.73**\$ 28,889.73****\$ 400.00****\$ 29,289.73**

2015 Ford F-150 4x2 SuperCab Styleside 8' box 163.7" WB XL (Late Availability) (X1C)

Engine: 5.0L V8 FFV

Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Oxford White

Interior (0 I) Dark Earth Gray



Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- EcoBoost 2.7L V-6 DOHC w/direct gasoline injection 325hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P245/70R17 BSW AS S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Variable intermittent wipers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer
- Underseat ducts
- Reclining front 40-20-40 split-bench seats
- 60-40 folding rear split-bench seat

STANDARD VEHICLE PRICE

OPTIONAL EQUIPMENT

Equipment Group 101A Mid Discount	\$2,255.00
Engine: 5.0L V8 FFV	\$500.00
Transmission: Electronic 6-Speed Automatic	\$800.00
3.31 Axle Ratio	INC
GVWR: 7,000 lb Payload Package	INC
Tires: P245/70R17 BSW A/S	INC
Wheels: 17" Silver Painted Aluminum	INC
Cloth 40/20/40 Front Seat	INC
163" Wheelbase	STD
Radio: AM/FM Stereo/Single-CD Player	INC
XL Chrome Appearance Package	\$775.00
Discount	\$250.00
Fog Lamps	INC
BoxLink	INC
XL Power Equipment Group	INC
SYNC Voice Recognition	INC
Communications	INC
Daytime Running Lamps	INC
Cruise Control	INC
Interior : Dark Earth Gray	N/C
Primary : Oxford White	N/C



CITY MPG
N/A

HIGHWAY MPG
N/A

Accessories and Incentives \$0.00

SUBTOTAL

\$33,670.00

Destination

\$1,195.00

TOTAL

\$34,865.00

Prepared For:

Prepared By:

Aaron Wiley
Caldwell Country
P.O Box 27
800 Hwy 21 East
Caldwell, Texas, 77836



Vehicle Profile

2015 Ford F-150

4x2 SuperCab Styleside 8' box 163.7" WB XL (Late Availability) (X1C)

Powertrain

EcoBoost 5.0L V-8 DOHC SMPI 32 valve engine with Ti-VCT variable valve control, variable intake length * 200 amp alternator * 610 amp 70 amp hours (Ah) battery with run down protection * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Rear-wheel drive * ABS & driveline traction control * 3.31 axle ratio * Stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * Electronic stability control with anti-roll * Independent front suspension * Front double wishbone suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" silver aluminum wheels * P245/70SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 6 speakers, speed sensitive volume, fixed antenna * 2 1st row LCD monitors * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (front doors) keyless entry, tailgate/rear door lock included with power door locks * 3 12V DC power outlets, retained accessory power, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, transmission fluid temp gauge, exterior temp, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, illuminated entry * Glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest * 4-way adjustable driver seat * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, cabback insulator, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05206017 11/3/2014

Exterior Features

Side impact beams, aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door tailgate rear cargo door * Trailer harness, trailer sway control * Driver and passenger power remote black folding outside mirrors, driver convex spotter outside mirror * Front and rear chrome bumpers, with front body-colored rub strip/fascia accent, rear step * Aero-composite halogen fully automatic headlamps with delay-off feature * Additional exterior lights include front fog/driving lights, pickup cargo box light, remote activated perimeter/approach lights * Clearcoat monotone paint

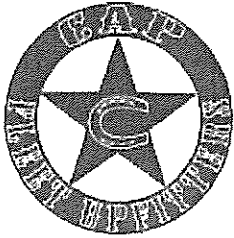
Warranty

Basic 36 month/36,000 miles Powertrain 60 month/60,000 miles
 Corrosion 60 month/unlimited mileage Roadside 60 month/60,000 miles

Dimensions and Capacities

Output	385 hp @ 5,750 rpm	Torque	387 lb.-ft. @ 3,850 rpm
1st gear	4.170	2nd gear	2.340
3rd gear	1.520	4th gear	1.140
5th gear	0.860	6th gear	0.690
Reverse gear	3.400	Curb	6,021 lbs.
GVWR	6,500 lbs.	Front	3,525 lbs.
Rear	3,800 lbs.	Payloa	2,330 lbs.
Front curb	2,734 lbs.	Rear curb	1,887 lbs.
Front spring	3,525 lbs.	Rear spring	3,800 lbs.
Front tire/wheel	3,650 lbs.	Rear tire/wheel	3,650 lbs.
Towing	9,200 lbs.	5th-wheel towing	9,100 lbs.
Front	43.9 "	Rear	33.5 "
Front	40.8 "	Rear	40.3 "
Front	62.5 "	Rear	64.7 "
Front shoulder	66.7 "	Rear shoulder	65.8 "
Passenger area	116.0 cu.ft.	Lengt	250.5 "
Body	79.9 "	Body	75.2 "
Wheelbas	163.7 "	Turning	26.5 '
Fuel	23.0 gal.	Exterior cargo	97.6 "
Exterior cargo minimum	50.6 "	Exterior cargo	77.4 cu.ft.
Exterior cargo pickup box	21.4 "	Exterior cargo maximum	65.2 "
Exterior cargo pickup box interior maximum cargo volume			

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05206017 11/3/2014



CAP Fleet Upfitters

4715 S General Bruce Drive
Temple, TX 76502

QUOTE

Quote # CAPQ4756

Date Dec 4, 2014

NAME/ADDRESS

HUTTO DRAINAGE

Phone:

Prepared By
Jon Rainwater

O - 254-773-1959

C - 870-654-3647

F - 254-773-1245

Project:

Qty	Part #	Description	Unit Price	Total
1	C63LPA	ALUM. DIAMOND PLATE	\$603.88	\$603.88
1	WG10	HEADACHE RACK, FORD F150	\$327.45	\$327.45
1	UHF2150A	UHF2150A HEADLIGHT FLASHER	\$41.40	\$41.40
1	PCC10W	PCC10W SWITCH CONTROL CENTER	\$120.00	\$120.00
1	IX8BBB	BLUE CORNER WITH ITL12, IA3, AND TRAFFIC ADVISOR AND AMBER FRONT AND REAR	\$2,262.00	\$2,262.00
1	INSTALL	INSTALLATION	\$600.00	\$600.00
1	CT-CAPH	CAP FLEET WIRING HARNESS	\$0.00	\$0.00
1	SSUPPLY	SHOP SUPPLIES	\$80.00	\$80.00
1	SHIP	SHIPPING CHARGES	\$85.00	\$85.00
1	INSPECT	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$30.00	\$30.00

SubTotal	\$4,149.73
Shipping & Handling	\$0.00

If you have any questions about this quote, please feel free to contact us directly. Thank you!

Total	\$4,149.73
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Accepted By: _____ PO # _____

Title _____ Date _____

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6D. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Christine Martinez, City Secretary

ITEM: Consideration and possible action concerning the City Council meeting minutes for December 4, 2014 City Council and Library Advisory Board Work Session and December 4, 2014 regular City Council meeting.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:

The meeting minutes for the December 4, 2014 City Council and Library Advisory Board work session and the December 4, 2014 regular City Council meeting have been drafted and are being presented to the city council for consideration.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable

CITY ATTORNEY REVIEW:

Not applicable

STAFF RECOMMENDATION:

Staff recommends approval of the City Council meeting minutes for December 4, 2014 work session and regular session.

SUPPORTING MATERIAL:

1. Draft December 4, 2014 City Council Meeting Minutes
2. Draft December 04, 2014 City Council-Library Board Work Session Minutes



**CITY COUNCIL
MEETING MINUTES
DECEMBER 4, 2014**

The Hutto City Council met in a regular session on Thursday, December 4, 2014 in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Pro-tem Quintanilla-Perez called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Pro-tem Ronnie Quintanilla-Perez, Councilmember Anne Cano, Councilmember Paul Prince, Councilmember Michael J. Smith, Councilmember Melanie Rios, and Councilmember Max V. Yeste. Mayor Holland had an excused absence.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Charlie Crossfield, City Attorney, Will Guerin, Development Services Director, Matt Bushak, City Engineer, Randy Barker, General Services Director, Mike Hemker, Parks and Recreation Director, Scot Stromsness, Public Works Director, Christina Kane-Gibson, Public Information Officer, and Monica Burke, Utility Billing Manager.

INVOCATION

The invocation was given by Pastor Seth Simmons of New Life Pentecostal Church.

PLEDGE OF ALLEGIANCE

Mayor Pro-tem Quintanilla-Perez led the Pledge of Allegiance.

PUBLIC COMMUNICATION

5A. Remarks from visitors.

There were no remarks from the visitors.

CONSENT AGENDA ITEMS:

All items listed on the consent agenda were considered to be routine by the City Council and were enacted by one motion. Item 6C was withdrawn from the agenda at the request of staff.

- 6A. Consideration and possible action on a resolution concerning the proposed Subdivision Case #1366-PLAT, Case Name: Hansons Corner Addition Resubdivision of Lot 3 Block A Final Plat, (8.201 acres, more or less, of land, 2 commercial lots), located in the Hansons Corner retail complex (northeast corner of US 79 West and Ed Schmidt Blvd. (Owner: Hippo Partners 04 LTD; Agent: Bury-AusInc)
- 6B. Consideration and possible action on a resolution concerning the subdivision approval extension request for the Hutto Highlands Section 1 Phase B1 Final Plat (23.600 acres, more or less, of land, 76 single-family lots), located at the intersection of FM 1660 N and Hibiscus Drive. (Owner: Hutto Development LTD; Agent: Randall Jones Engineering & Associates Inc)

- 6C. Consideration and possible action on a resolution updating the Hutto Public Library Policies and Procedures Manual. *This item was withdrawn from the agenda at the request of staff.*
- 6D. Consideration and possible action on a resolution concerning the issuance of a Purchase Order to Southwest International Trucks for the purchase of one (1) International 7500 dump truck.
- 6E. Consideration and possible action on the City Council regular meeting minutes for November 6, 2014 and November 20, 2014.

MOTION: Councilmember Cano moved to approve all the items remaining on the consent agenda. Councilmember Rios seconded the motion. The motion carried with 6 ayes and 0 nays.

REGULAR AGENDA ITEMS

ORDINANCES

- 7A. Consideration and possible action on the first reading of an ordinance amending article 22.07 of the Hutto Code of Ordinances adding school zones on FM 1660 South and CR 137.

Matt Bushak, City Engineer, gave the staff presentation. The ordinance would add language designating school zones on FM 1660 South and CR 137. With the completion of the FM1660 South sidewalk project, more students are expected to walk or bike to school. The school zone signage and striping for CR 137 would be installed by the City's contractor. TxDOT would be providing the design and installation of the signage and striping along FM 1660 South. The pedestrian crossing of FM 1660 South at CR 137 is controlled with pedestrian signals. The Hutto School District would be providing a crossing guard at the pedestrian crossing of CR 137 near the north entrance to Farley Middle School.

MOTION: Councilmember Smith moved to approve the first reading of the ordinance that amends Article 22.07 of the Code of Ordinances by adding school zones on FM 1660 South and CR 137. Councilmember Prince seconded the motion. The motion carried with 6 ayes and 0 nays.

- 7B. Consideration and possible action on the first reading of an ordinance amending the City of Hutto's fee schedule concerning library fees.

This item was withdrawn from the agenda at the request of staff.

RESOLUTIONS

- 8A. Consideration and possible action on a resolution recognizing Smith Contracting Company as the low bidder and authorizing the Mayor to execute a contract for construction of the Hutto Central Wastewater Treatment Plant Interceptor.

Matt Bushak, City Engineer, gave the staff presentation. This project will construct a new 24 inch wastewater line from the northeast corner of the intersection of FM 1660 South and East Front Street to the Hutto Central Wastewater Treatment Plant. Eight sealed bid packages were received and opened for the project. Smith Contracting submitted the lowest bid of \$499,455.00 for the project. Smith Contracting previously provided a service to the city with the construction of the Front Street and Jim Cage intersection and the Brushy Creek Interceptor Phase II. The budget for the project is \$529,000. A total of \$19,282 was allocated for the survey, geotechnical investigation and easement acquisition leaving a total of \$509,718

for the construction. Staff recommended acceptance of the bid submitted by Smith Contracting.

MOTION: Councilmember Rios moved to approve the resolution recognizing Smith Contracting Company as the low bidder and authorizes the Mayor to execute a contract with Smith Contracting Company for the construction of the Hutto Central Wastewater Treatment Plant Interceptor. Councilmember Cano seconded the motion. The motion carried with 6 ayes and 0 nays.

8B. Consideration and possible action on a resolution that supports increased funding for the Texas Recreation and Parks Account and the State Park System.

Mike Hemker, Parks and Recreation Director, gave the staff presentation. This resolution requests members of the 84th Legislature to support increased funding for the Texas Recreation and Parks Account (TRPA) and for the Texas State Park System. It also requests support to insure that all grants funded through the TRPA be subject to the competitive scoring system managed by the Texas Parks and Wildlife Department and that all cities have a chance to achieve such funds.

The Texas Recreation and Parks Account is a grant program for parkland acquisition and development and for the development of recreational facilities that is administered by the Texas Parks and Wildlife Department. The Texas Recreation & Parks Society is a state wide association of park and recreation professionals representing city, county and private recreation interests that seeks to restore full funding for TRPA.

MOTION: Councilmember Rios moved to approve the resolution that supports increased funding for the Texas Recreation and Parks Account and the State Park System. Councilmember Cano seconded the motion. The motion carried with 6 ayes and 0 nays.

WORK SESSION

The work session was conducted for information and educational purposes. No action was taken by the City Council on the item listed.

9A. Work session on the results of the Water and Meter Management Audit.

Scot Stromsness, Public Works Director, gave the staff presentation. The City, concerned with discrepancies in non-revenue water (NRW) in the system, hired JBS Water, Inc. to perform a comprehensive water audit and meter management study on the City's water and billing system. The objectives of the evaluation were to verify the current volume of water loss associated with metering, to identify the various causes of water loss, and to consider the potential long-range cost-effectiveness of programmed meter application, sizing, and replacement. The results of the audit would help the City prioritize and manage efficient meter replacement in the future. JBS was provided with approximately 5,000 active and inactive metered account records from April 2011 to March 2014 for the audit and was conducted over a four month timeframe. The scope of the audit provided the following results.

1. Identification and analysis of sources of water loss
2. Evaluation of existing meter sizes and types including production meters
3. Recommendations for a meter replacement program
4. Recommendations for a meter maintenance schedule/program
5. Recommendations for a leak detection and repair program
6. Financial analysis of water loss reduction measures

Mr. Stromsness introduced Jim Smith and James Schiele of JBS Water, Inc. who conducted the audit and study. Mr. Smith gave an overview of the results and recommendations regarding the study.

Mr. Smith pointed out that major areas where water accountability occurs are:

- Production meters and records*
- Large meters*
- Domestic meters*
- Non-revenue usage*
- Unauthorized usage*
- System controls*
- Underground leakage*

The NRW impact of the City is:

- Revenue (metering)*
- Piping Infrastructure (Leakage)*
- Water Conservation*
- Water and Sewer Rates*

The Key Recommendations (Metering-Billing) are as follows:

- 1. Continue to test on an annual basis water production meters and implement an annual NRW mini review.*
- 2. Monitor monthly zero consumption and low use accounts. Particularly accounts that have high metered registration, yet record low monthly totals.*
- 3. Monitor and determine why large percentages of accounts consume far less water in 2013-14 than the previous 12 months.*
- 4. There are 72 small meter accounts that have exceeded 1.2 mg, yet their monthly usage is considered low.*
- 5. There are 17 small meters that need to be upsized.*
- 6. Implement a 12 year meter replacement program*

In conclusion, Mr. Smith pointed out that leakage is endemic in every water system and it is recommended that the City conduct annual leak detection on at least 25 miles of pipe, concentrating in areas that have the most historical breakage. He added that the City would benefit greatly from the implementation of a computer based work order entry and reporting system.

EXECUTIVE SESSION

- 10A. Executive Session as authorized by §551.074, Texas Government Code, Personnel Matters, regarding appointments to the Planning and Zoning Commission, Hutto Economic Development Corporation Board of Directors, and the Zoning Board of Adjustment.

The City Council entered into the City Hall conference room for the executive session at 7:45 p.m. and reconvened back into regular session at 9:02 p.m.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:02 p.m.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary



**CITY COUNCIL AND
WORK SESSION
DECEMBER 4, 2014**

The Hutto City Council met in a work session with the Hutto Library Advisory Board on Thursday, December 4, 2014 in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Pro-tem Quintanilla called the session to order at 6:17 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Pro-tem Ronnie Quintanilla-Perez, Councilmember Anne Cano, Councilmember Paul Prince, Councilmember Michael J. Smith, Councilmember Melanie Rios, who arrived at 6:32 p.m., and Councilmember Max V. Yeste. Mayor Debbie Holland had an excused absence.

Members of the Library Advisory Board that were present were Davey Robinson, Tobie Hannel, Camille Baptiste, and Ramon Mancilla.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Mike Hemker, Parks and Recreation Director, Earl Morrison, Chief of Police, Yasmeen Jehangir, Library Manager and Lisa Riggs, Library Assistant.

WORK SESSION

3A. Work session regarding the annual update of the Library Advisory Board.

Mike Hemker, Parks and Recreation Director gave the staff presentation. He reported that the work session was to give the City Council an update on items that the Library Advisory Board worked on throughout the year. The discussion included some of the Board's goals, what the Board is currently working on, and what the Council would like to see from the Commission moving forward.

Mr. Robinson, Chairman of the Board, gave the update on what the board accomplished this year. He added that the board is currently in discussion on a proposed amendment to the Library Policies and Procedures manual. The amendment is regarding whether non-Hutto city residents and non-Hutto ISD residents may obtain a library card for a yearly fee. They are also discussing library cards for non-resident Hutto ISD students.

Ms. Jehangir explained the history of charging a fee for non-residents for checking out regular books and e-books. She explained the restrictions and cost when providing access to e-books. Ms. Jehangir also outlined the interlibrary loan service and how residents or non-residents obtain a TexShare card to borrow materials from participating libraries.

In conclusion, Ms. Jehangir added that staff contacted Hutto's benchmark cities to see how other entities are handling these types of requests so Hutto can stay in line with other entities.

In response to a question from the City Council, the board relayed their experience of being a member of the Library Advisory Board.

The City Council asked the board and staff to continue their discussion regarding non-resident Hutto ISD students getting a card with no fee for the City Council to consider. In addition, the City Council also asked if they could find a solution regarding families that could not afford a library card and see if there is some form of scholarship to cover the fee.

ADJOURNMENT

There being no further business, the work session adjourned at 6:46 p.m.

CITY OF HUTTO

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6E. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Randy Barker, General Services Director

ITEM: Consideration and possible action on a resolution concerning an interlocal purchasing agreement with Harris County.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:

The City of Hutto wishes to enter into an interlocal purchasing agreement with Harris County to procure goods and services through their competitive bidding efforts. In doing so, the City of Hutto is able to benefit from the negotiations and bidding process completed by Harris County when purchasing certain goods and services. This approach saves staff time and effort as the prices have already been negotiated.

BUDGETARY AND FINANCIAL SUMMARY:

There is no cost to participate in the interlocal agreement with Harris County.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed the interlocal agreement. The agreement was provided by Harris County.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

SUPPORTING MATERIAL:

1. Resolution - Interlocal Purchasing Cooperative
2. Interlocal Purchasing Cooperative with Harris County

RESOLUTION NO.

WHEREAS, the City of Hutto (“City”) and Caldwell Country Ford have a mutual intent and understanding with respect to the supply of vehicles to the City by Caldwell Country Ford, and

WHEREAS, the City and Caldwell Country Ford agree to enter into a purchasing agreement whereby the City desires to purchase from Caldwell Country Ford two (2) Police Interceptors and one (1) Ford F-150 Pickup Truck intended for use by the City’s Public Works Department and Caldwell Country Ford desires to sell such vehicles to the City, and

WHEREAS, the City and Caldwell Country Ford wish to enter into a Purchasing Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith to supply the vehicles to the City by Caldwell Country Ford,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Mayor is hereby authorized and directed to issue on behalf of the City a Purchase Order to Caldwell Country Ford.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this **18th** day of **December, 2014**.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF HUTTO, TEXAS,

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered by and between Harris County, Texas (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the City of Hutto, Texas (the “City”), a home-rule municipality under the laws of the State of Texas, acting by and through its City Council, and pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. The County and the City are referred to herein collectively as “Parties” and individually as a “Party.”

Recitals

The City desires Harris County’s assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts (“Vendors”).

Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

The County agrees to supply the City with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate the City to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for the City nor to include the City in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of the City. The County owes the City no obligation whatsoever for the use of Harris County’s contracts. The City owes no compensation to the County for the use of its current executed contracts. The City shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

II.

Each Vendor, in its own discretion, must agree to allow the City to purchase materials, goods, or services under the contract between the Vendor and the County. The following language shall be included in each contract the City enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using a Harris County executed contract with Vendor, subject to the following.

Vendor has the right to refuse the City's request to use Harris County's contract;

If Vendor agrees to contract with the City using the Harris County contract, then all materials, goods, or services purchased under the Agreement between the City and Vendor shall be in accordance with the current Harris County contract;

The City shall have no authority whatsoever to change any terms, conditions, or pricing in any Harris County contract;

Vendor shall bill the City directly for any and all materials, goods, or services purchased by the City;

Vendor shall look only to the City for any and all compensation owed for purchases made by the City under the Harris County contract; and

Vendor shall settle any and all disputes with the City concerning any purchases made by the City. Harris County shall not be a party to any dispute between Vendor and the City, nor be responsible in any way for the acts or omissions of the City.

III.

All the materials, goods, or services procured using the County contracts shall be procured by the City in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the City shall be handled between the City and Vendor. Vendors shall bill the City directly for all materials, goods, or services ordered by it. The City understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

V.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE CITY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE CITY OR BY ANY PERSON EMPLOYED BY THE CITY, OR THE CITY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL. THE CITY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CITY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written

amendment, and shall become effective on the date designated by such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by the City, which shall include but not be limited to noncompliance with Article II.

Any Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Parties to this Agreement. The obligations of the City to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by the City.

IX.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City: The City of Hutto
 401 W. Front Street
 Hutto, Texas 78634
 Attn: Randy Barker

To Harris County: Harris County Purchasing Agent
 1001 Preston, Suite 670
 Houston, Texas 77002
 Attn: Susan Hutchins

Any Party may designate a different address by giving the other Party ten (10) days written notice.

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

THE CITY OF HUTTO, TEXAS

HARRIS COUNTY

By: _____
Name: Karen Daly
Title: City Manager

By: _____
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED AS TO FORM:

VINCE RYAN
COUNTY ATTORNEY

By: _____

By: _____
Barbara Smith Armstrong
Assistant County Attorney
C.A. File 14GEN1436

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7A. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Randy Barker, General Services Director

ITEM: Consideration and possible action on a resolution concerning Addendum No. 1 to the agreement with American Constructors, Inc. for the Gin Building Rehabilitation.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:

Addendum #1 is for the demolition of the North Gin Building and salvage of materials to be used in the South Gin Building rehabilitation. American Constructors (ACI) solicited proposals from interested firms with a December 9, 2014 deadline for response. The firm selected for demolition will serve as a subcontractor for ACI with the demolition fee to be included in the Gross Maximum Price that ACI will submit to Council at a later date.

Specific services covered in this addendum:

- Erosion control
- Selective demolition and salvage
- Temporary construction
- Plumbing disconnect
- Electrical disconnect
- General conditions/supervision
- Insurance
- Bonds
- CMR Fee

Council approved an agreement with ACI on October 9, 2014 to serve as Construction Manager-At-Risk for the Gin Building Rehabilitation. The CM-At-Risk is to assist the City and the A/E Consultant with cost estimating and scheduling during the Design Development and Construction Document phases; and to build the project thereafter as a CM-At-Risk.

BUDGETARY AND FINANCIAL SUMMARY:

The fee for demolition, dismantle, salvage and environmental protection services will be \$83,914. This amount will be included in the GMP submitted at a later date and part of the construction budget of \$753,080.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed the agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

SUPPORTING MATERIAL:

1. Resolution - Gin Building Rehabilitation - Amendment #1
2. Gin Building Rehabilitation - Amendment #1
3. Amendment #1 - Summary
4. CMAR for Gin Building Rehabilitation - Master Agreement

RESOLUTION NO.

WHEREAS, the City of Hutto (“City”) and American Constructors, Inc. (“American Constructors”) have a mutual intent and understandings with respect to the provision of Construction Manager-At-Risk services for the Gin Building Rehabilitation for the City by American Constructors, and

WHEREAS, the City has entered into an Agreement with American Constructors for the provision of said services for the Gin Building Rehabilitation, and

WHEREAS, the American Constructors is proposing Amendment #1 to the original Agreement to reflect demolition, dismantle, salvage and environmental protection services for the Gin Building Rehabilitation project,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Amendment #1 to the original Agreement with American Constructors, Inc.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this **18th** day of **December, 2014**.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

City of Hutto Gin Building Rehabilitation
AMENDMENT 1
Demolition, Dismantle, Salvage, Environmental Protection
12/12/14

This agreement amends the City of Hutto Construction Manager at Risk Agreement dated October 9, 2014 as follows:

1. The Substantial Completion Date for the project will be set forth in a future amendment.
2. The Guaranteed Maximum Price for the work described by this amendment is \$83,914.
3. The basis of the Guaranteed Maximum Price is as follows:
 - a. Drawings and Specifications for Selective Demolition prepared by Antenora Architects LLP dated October 31, 2014.
 - b. Clarification 1 dated December 3, 2014 to the Drawings and Specifications.
 - c. The Scope of Work includes:
 - i. Selective Demolition as described by the Drawings and Specifications.
 - ii. Erosion control as described by the Drawings and Specifications.
 - iii. Disconnect of existing plumbing and electrical utilities.
 - iv. General Conditions as described in the original agreement.
 - v. Bonds, Insurance, and Fee as described by the original agreement.
 - d. This amendment is the first of multiple amendments, which will be prepared as drawing and specifications are completed for the balance of the work of the project.

Owner:
City of Hutto, Texas

By: _____

Date: _____

For City, Attest:

By: _____

Construction Manager at Risk:
American Constructors, Inc.

By:  _____

Date: 12-12-14

Hutto Gin Building Rehabilitation
GMP 1 Summary
12/12/14

GMP 1 - Demolition, Dismantle, Salvage, Environmental Protection

Demolition/Dismantle/Salvage	\$83,914
erosion control	
selective demolition and salvage	
temporary construction	
plumbing disconnect	
electrical disconnect	
general conditions/supervision	
insurance	
bonds	
fee	

RESOLUTION NO. R-14-10-09-11A

WHEREAS, the City of Hutto ("City") and American Constructors, Inc. ("American Constructors") have a mutual intent and understandings with respect to the provision of Construction Manager-At-Risk services for the Gin Building Rehabilitation for the City by American Constructors, and

WHEREAS, the City has issued a formal solicitation to acquire Construction Manager-At-Risk services for the Gin Building Rehabilitation and has selected American Constructors for provision of said services, and

WHEREAS, the City and American Constructors wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to Construction Manager-At-Risk services for the Gin Building Rehabilitation for the City by American Constructors,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS: That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with American Constructors, Inc.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 9th day of October, 2014.

CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

**City of Hutto
Construction Manager at Risk Agreement**

CITY OF HUTTO §

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

THIS AGREEMENT is made and entered into on this ^{9th} 1st day of the month of October, 2014, by and between the City of Hutto, Texas, a home-rule city and municipal corporation with principal offices located at 401 West Front Street, Hutto, Williamson County, Texas, 78634 (hereinafter referred to as the "Owner"), American Constructors, Inc. (hereinafter referred to as the "Construction Manager" and/or the "Construction Manager at Risk").

For and in consideration of the mutual terms, conditions and covenants of this Agreement and accompanying documents between the Owner and the Construction Manager and in consideration of payments as set forth therein, the Construction Manager hereby agrees to commence and complete the following Project:

Gin Building Rehabilitation

together with any and all extra work in accordance with the Project Manual, Drawings and Addenda, as prepared by the Architect, Antenora Architects, LLP, and approved by the Owner.

The Construction Manager hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by the Owner, and the Construction Manager hereby agrees to substantially complete the Project within the time set forth in Amendment No. 1.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

The Owner agrees to pay Construction Manager from appropriated funds for satisfactory performance of this Agreement in accordance with the plans and specifications, subject to proper additions and deductions, all as provided in the General Conditions, Supplemental Conditions, Amendment No. 1, and Special Conditions of this Agreement, and the Owner agrees to make payments on account thereof as provided therein.

Although drawn by the Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated at the conclusion of this document and all attachments.

**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK WHERE
CONSTRUCTION MANAGER AT RISK
IS ALSO THE CONSTRUCTOR**

**ARTICLE 1
GENERAL PROVISIONS**

1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and the Construction Manager covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner and in completing the Project in accordance with all Contract Documents. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS

All references in this Agreement to any General Conditions shall mean only the City of Hutto's General Conditions, which are attached hereto and made a part hereof.

**ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager shall perform the services described in this Article 2, and elsewhere in this Agreement. The services to be provided by the Construction Manager under paragraph 2.1 constitute the Preconstruction Phase services. If the Owner and the Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before completion of the Preconstruction Phase, in which case both phases shall proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1 Preliminary Evaluation

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.2 Consultation

The Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the Owner and the Architect. The Construction Manager shall consult with the Owner and the Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility, time requirements for procurement, installation and construction completion and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 Preliminary Project Schedule

When Project requirements described in paragraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall coordinate and integrate

the preliminary Project schedule with the services and activities of the Owner, the Architect, and the Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, the Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion.

2.1.4 Preliminary Cost Estimates

2.1.4.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.4.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, the Architect, and the Construction Manager.

2.1.4.3 If any estimate submitted to the Owner exceeds previously-approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and the Architect.

2.2 CONSTRUCTION MANAGER'S DESIGNATED REPRESENTATIVE

The Construction Manager hereby designates in writing the following representative:

Joe Charlton
4330 Gaines Ranch Loop, # 230
Austin, Texas 78735
512.328-2026

2.3 SUBCONTRACTORS AND SUPPLIERS

In addition to complying with statutory requirements of Texas Government Code, Section 2269.052 regarding advertising, the Construction Manager shall also seek to develop subcontractor interest in the Project, and may at any time provide documentation to potential bidders. The Construction Manager may furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals may be requested for each principal portion of the Work. The Architect shall promptly reply in writing to the Construction Manager if the Architect or the Owner know of any objection to such subcontractor or supplier. The receipt of any such list from the Construction Manager shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

2.3.1 Subcontractors and suppliers shall be selected in accordance with paragraphs 2.8.2.1, 2.8.2.2, and 2.8.2.3 herein.

2.4 LONG-LEAD TIME ITEMS

The Construction Manager shall recommend to the Owner and the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If

such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

2.5 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant estimates except as may be included as part of the Guaranteed Maximum Price. Any recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and/or the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

2.6 COMPLETION DATE

2.6.1 Contract Time/Completion Date is a crucial element of the Project. Therefore, Substantial Completion Date is not subject to change unless agreed to in advance in writing by the parties.

2.6.2 Substantial Completion Date for the Project in on or before the date set forth in Amendment No. 1. This provision shall have priority over any other provision to the contrary in this Agreement, the General Conditions, or any associated Contract Documents.

2.7 GUARANTEED MAXIMUM PRICE PROPOSAL

2.7.1 When the Drawings and Specifications are sufficiently complete as defined by the Owner, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.7.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.7.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under paragraph 2.7.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.7.4 Basis of Guaranteed Maximum Price

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1** A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- .2** A list of allowances and a statement of their basis.

- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
- .5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based.

2.7.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.7.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.7.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any costs under this Agreement except as the Owner may specifically authorize in writing.

2.7.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and to deductions by a change in the Work as is provided for in the Contract Documents.

2.7.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.7.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

2.8 CONSTRUCTION PHASE

2.8.1 Commencement

The Construction Phase shall commence on the earlier of:

- (1) The Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, and the Owner's issuance of a Notice to Proceed; or
- (2) The Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, or

- (c) issue a purchase order for materials or equipment required for the Work.

2.8.2 Administration

2.8.2.1 The Construction Manager shall publicly advertise and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor work that may be included in the General Conditions, all in accordance with Texas Government Code, Section 2269.256(a). The Construction Manager may seek to perform portions of the Work itself if it submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or subcontractors and if the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner. In accordance with Texas Government Code, Section 2269.256(a), the Construction Manager and the Owner or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Engineer, Architect, or Owner. All bids or proposals shall be made public after the award of the contract or not later than the seventh (7th) day after the date of final selection of bids or proposals, whichever is later.

2.8.2.2 If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result of the Owner's requirement that another bid or proposal be accepted, all in accordance with Texas Government Code, Section 2269.256(b).

2.8.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of paragraphs 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior written consent of the Owner.

2.8.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall cause the preparation and distribution of meeting minutes.

2.8.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with these Contract Documents, including the Owner's occupancy requirements.

2.8.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

2.8.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.9 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause services to be performed by appropriately licensed professionals.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner hereby designates in writing the following representative, in accordance with the General Conditions:

Micah Grau
Assistant City Manager
401 W Front St.
Hutto, Texas 78634

3.3 ARCHITECT

The Owner shall retain an Architect to provide the Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the "City of Hutto Agreement for Architectural Services for City of Round Public Training Facility," current as of the date of this Agreement, and as specifically modified by the Owner. The Owner shall authorize and cause the Architect to provide those Additional Services described in the referenced document requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under paragraph 3.1.

3.5 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described under this paragraph 3.5, except to the extent that the Construction Manager knows of any inaccuracy:

3.5.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

3.5.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.5.3 The services of geotechnical engineers when such services are reasonably required by the scope of the Project and are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.5.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.5.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the services described in paragraph 2.1, the Construction Manager's compensation shall be calculated as follows: the basis for compensation for Preconstruction Phase Services is the not-to-exceed lump sum amount of **\$4,500.00**, which is included in the Guaranteed Maximum Price.

4.2 PAYMENTS

4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate of one percent (1%) per month.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION

5.1.1 For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee as follows:

Construction Manager's Fee shall be 3.75% multiplied by the total Cost of the Work.

5.1.2 The amount which shall be paid to the Construction Manager for all insurance and bonding, including but not limited to Builder's Risk Insurance for the Cost of the Work, General Liability and Umbrella Insurance for the Cost of the Work, and Bond Premium for the Cost of the Work (100% Payment and Performance Bonds), shall be the fixed cost of 2.7% of the total contract amount.

5.1.3 The amount which shall be paid to the Construction Manager for all General Conditions that may be reasonably anticipated for this Project, including but not limited to full-time site supervision, field engineering, field office, safety, small tools, telephone, storage buildings, sanitary facilities, waste containers, temporary electrical power, temporary water, project sign, barricades and lights, temporary fencing, general clean-up, as-built drawings, and scheduling shall be \$14,550 per month for the duration of the work.

5.2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents and subject to other changes authorized by this Agreement and the associated Contract Documents. Such maximum sum as adjusted by approved changes is referred to as the Guaranteed Maximum Price.

5.2.2 The Guaranteed Maximum Price may be revised from time to time by additive or deductive change orders. The Final Guaranteed Maximum Price shall be the Guaranteed Maximum Price as set forth in Amendment No. 1 plus/minus change orders.

5.2.3 The final amount to be paid to the Construction Manager for the Work performed pursuant to this Agreement shall be an amount not greater than the Final Guaranteed Maximum Price.

5.2.4 Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.2.5 The sum of \$4,500.00 for Preconstruction Phase Services is understood to be included in the Guaranteed Maximum Price.

5.3 CHANGES IN THE WORK

5.3.1 If no specific provision is made for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of adjustment provisions will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

5.3.2 If the Substantial Completion Date is extended by the Owner beyond the dates specified in Section 2.6.2 from the date of issuance of the Notice to Proceed by the Owner, in accordance with this Agreement and the associated Contract Documents, then the Construction Manager's General Conditions shall be equitably adjusted to reflect the extended Project duration.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COST OF THE WORK

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 Subcontract Costs

Payments made by the Construction Manager to Subcontractors shall be in accordance with the requirements of the subcontracts.

6.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

- .1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2** Costs of materials described in the preceding paragraph 6.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.1.4 Other Costs

- .1** All other costs incurred in the performance of the Work if and to the extent approved by the Owner, but not to exceed the Guaranteed Maximum Price, including costs of Work performed by the Construction Manager rather than a subcontractor.

6.2 DISCOUNTS, REBATES AND REFUNDS

6.2.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, such cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

6.2.2 Amounts which accrue to the Owner in accordance with the provisions of paragraph 6.2.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.3 CONTRACT SAVINGS, ALLOWANCES, REBATES AND REFUNDS

6.3.1 If the allowable amount of the cost of Cost of Work, General Conditions and the Construction Manager's Contingency is less than the amount established for each of those line items in the originally approved Guaranteed Maximum Price Proposal, the entire difference shall be credited to the Owner as savings and the contract amount shall be adjusted accordingly, including associated Construction Phase Fees. When buyout of the Project is at least eighty-five percent (85%) complete, the Owner may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

6.3.2 Items to be provided for through the Owner's Special Cash Allowances shall be clearly identified in the Construction Documents and the Guaranteed Maximum Price Proposal. The Cost of the Work included in the Allowances shall be determined in accordance with the City of Hutto's General Conditions, Special Conditions, and Supplementary Conditions applicable thereto. Any claim by the Construction

Manager for an adjustment to an Allowance amount included in the Guaranteed Maximum Price based on the cost of Allowance work shall be made within a reasonable time after the issuance of the Construction Documents for the Allowance items. The Construction Manager shall not be entitled to any increase in its Construction Phase Fee for increases to Allowance amounts that were initially based on estimates provided by the Construction Manager. The Owner shall be entitled to retain one hundred percent (100%) of the balance of any unused Allowance amount.

6.3.3 The Owner shall be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by the Construction Manager:

6.3.3.1 The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by the Owner. Upon completion of the Work or when no longer required, the Construction Manager shall either credit the Owner for the fair market value (as approved by the Owner) for all surplus tools, construction equipment and materials retained by the Construction Manager or, at the Owner's option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to the Owner's account.

6.3.3.2 Discounts earned by the Construction Manager through advance or prompt payments funded by the Owner. The Construction Manager shall obtain all possible trade and time discounts on bills for materials furnished, and shall pay bills within the highest discount periods. The Construction Manager shall purchase materials for the Project in quantities that provide the most advantageous prices to the Owner.

6.3.3.3 Rebates, discounts, or commissions obtained by the Construction Manager from material suppliers or subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes.

6.3.3.4 Deposits made by the Owner and forfeited due to the fault of the Construction Manager.

6.3.3.5 Balances remaining on any Allowances, the Construction Manager's Contingency, or any other identified contract savings.

6.3.4 The Owner shall be entitled to recover any savings realized between the Guaranteed Maximum Price and the buyout price for subcontracting work; provided, however, that the Construction Manager may use such savings to offset other buyout packages that exceed the amounts identified in the initial Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

6.4 ACCOUNTING RECORDS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall have the obligation to make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

7.1.3 Provided an Application for Payment is received by the Architect not later than the thirtieth (30th) day of a month, the Owner shall make payment to the Construction Manager not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed herein, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

7.1.4 Following each Application for Payment, the Owner shall have the right to inspect the Construction Manager's payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Construction Manager's Application for Payment.

7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order;
- .2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3** Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding clauses at the rate stated in paragraph 5.1.1.

- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by paragraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- .6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

7.1.8 Except with the Owner's prior written approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with paragraph 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Final Guaranteed Maximum Price from paragraph 5.2.2.
- .2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of paragraph 7.2.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's

accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate. The time periods stated in this paragraph 7.2 shall supersede any others contained in Contract Documents.

7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with paragraph 9.1 herein dealing with dispute resolution without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this sixty-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in paragraph 6.1 to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 The Construction Manager shall, at its sole expense, maintain in effect at all times during the full term of its Work under the Contract Documents, except during the Preconstruction Phase, and as otherwise required under the Contract Documents, insurance coverages with limits not less than those set forth below, with insurers licensed to do business in the State of Texas and acceptable to the Owner and under forms of policies satisfactory to the Owner. None of the requirements contained herein as to types, limits, or the Owner's approval of insurance coverage to be maintained by the Construction Manager is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Construction Manager under the Contract Documents or otherwise provided by law. In the event of any failure by the Construction Manager to comply with the provisions of this Article 8, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Construction Manager, purchase such insurance, at the Construction Manager's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Construction Manager shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

8.2 INSURANCE

8.2.1 Construction Manager Provided Insurance

8.2.1.1 General Requirements

- .1** The Construction Manager shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by the Owner in the care, custody and control of the Construction Manager prior to and during construction and warranty period.

- .2 The Construction Manager must complete and forward the required Certificates of Insurance to the Owner before the Contract is executed as verification of coverage required below. The Construction Manager shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of the Construction Manager hereunder and shall not be construed to be a limitation of liability on the part of the Construction Manager. The Construction Manager must also complete and forward the required Certificates of Insurance to the Owner whenever a previously identified policy period has expired as verification of continuing coverage.
- .3 The Construction Manager's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
- .4 All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Hutto, General Services Division, 212 Commerce Boulevard, Hutto, Texas 78664.
- .5 The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the Owner and the Construction Manager, shall be considered primary coverage as applicable.
- .6 If insurance policies are not written for amounts specified below, the Construction Manager shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- .7 The Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- .8 The Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Construction Manager. If any adjustments to coverage result in additional premiums, the GMP shall be adjusted to reflect such additional premiums.
- .9 The Construction Manager shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- .10 The Construction Manager shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- .11 The Construction Manager shall provide the Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

- .12 If Owner-owned property is being transported or stored off-site by the Construction Manager, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner's property.
- .13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of the Construction Manager.

8.2.1.2 Business Automobile Liability Insurance

Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of the Owner:

- a) Waiver of Subrogation endorsement TE 2046A;
- b) 30-day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

- .1 A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident.

8.2.1.3 Workers' Compensation and Employers' Liability Insurance

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The Construction Manager shall assure compliance with this statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to the Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for the Construction Manager. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to the Owner. The Construction Manager's policy shall apply to the State of Texas and include these endorsements in favor of the Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30-day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

- .1 \$100,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

8.2.1.4 Commercial General Liability Insurance

The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.

- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) The Owner listed as an additional insured, endorsement CG 2010.
- g) 30-day notice of cancellation in favor of the Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in Favor of the Owner, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

- .1 A combined bodily injury and property damage limit of \$500,000 per occurrence.

8.2.1.5 Builders' Risk Insurance

The Construction Manager shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by the Owner. The Owner shall be a loss payee on the policy. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

8.3 BONDS

8.3.1 General

- .1 Bonds, when required, shall be executed on forms furnished by or acceptable to the Owner. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- .2 If the surety on any bond furnished by the Construction Manager is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, the Construction Manager shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the Owner.
- .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all the Construction Manager's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the Owner pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over 10 percent (10%).

8.3.2 Performance Bond

- .1 If the Contract Amount exceeds \$100,000, the Construction Manager shall furnish the Owner with a Performance Bond in the form set out by the Owner.
- .2 If a Performance Bond is required to be furnished, it shall extend for the one (1) year warranty period.

8.3.3 Payment Bond

- .1 If the Contract Amount exceeds \$25,000, the Construction Manager shall furnish the Owner with a Payment Bond in the form set out by the Owner.

8.3.4 Delivery of Required Bonds

- .1 The Construction Manager shall deliver the required bonds to the Owner at least three (3) days before the commencement of any Work at the Project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION

The Owner and the Construction Manager hereby agree that no claims or disputes between the Owner and the Construction Manager arising out of or relating to the Contract Documents or a breach thereof shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14) or any applicable state arbitration statute, except in the event the Owner is subject to an arbitration proceeding related to the Project, the Construction Manager consents to be joined in the arbitration proceeding if the Construction Manager's presence is required or requested by the Owner for complete relief to be accorded in the arbitration proceeding.

9.2 OTHER PROVISIONS

9.2.1 Extent of Contract

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.2.2 Priority Order

The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the Construction Manager. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall govern (top item receiving priority of interpretation):

- Signed Agreement
- Addenda to the Contract Documents
- Special Conditions
- Supplemental Conditions
- General Conditions
- Other Bidding or Proposal Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications

Standard Technical Specifications
Drawings (figured dimensions shall govern over scaled dimensions)
Project Safety Manual, if applicable.

9.2.3 Ownership and Use of Documents

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.2.4 Governing Law

This Contract shall be governed by the law of the state where the Project is located, that being Texas, and venue shall lie in Williamson County, Texas.

9.2.5 Assignment

The Owner and the Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no fault of the Construction Manager or Subcontractors, Sub-subcontractors or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager, for any of the following reasons:

- .1** issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2** an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
- .3** because the Architect has not issued a Certificate for Payment and has not notified the Construction Manager of the reason for withholding certification, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall be paid an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in paragraph 5.1;
- .3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

10.1.3 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under paragraph 10.1.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

10.1.3.1 Subcontracts, purchase orders and rental agreement entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as follows:

The Owner may terminate this Contract at any time without cause. The Construction Manager may terminate the Contract if, through no act or fault of the Construction Manager or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager, repeated suspensions, delays or interruptions of the entire Work by the Owner constitutes in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or if the Owner fails to pay the Construction Manager as required by this Agreement and the associated Contract Documents.

10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to paragraphs 10.1.1 and 10.1.2 of this Agreement.

10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager shall not exceed the amount the Construction Manager would be entitled to receive under paragraphs 10.1.1 or 10.1.2 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION

10.3.1 The Owner may, without cause, order the Construction Manager in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

10.3.2 The Contract Sum shall be adjusted for increases in the cost caused by suspension, delay or interruption as described in paragraph 10.2.1. Adjustments to the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Construction Manager is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

10.3.3 If the Work is so suspended by the Owner as described in this paragraph 10.3, then and in that case the Guaranteed Maximum Price, if established, shall be increased as provided in paragraph 10.3.2 except that the term "cost of performance of the Contract" shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in paragraph 5.1.1 of this Agreement.

ARTICLE 11 LIQUIDATED DAMAGES

11.1 CONSTRUCTION MANAGER SHALL PAY LIQUIDATED DAMAGES IN THE AMOUNT OF \$500.00 PER DAY FOR EACH DAY BEYOND THE DATE ESTABLISHED THEREFOR THAT THE CONSTRUCTION MANAGER FAILS TO ACHIEVE SUBSTANTIAL COMPLETION, AND/OR FOR EACH DAY OWNER IS UNABLE TO UTILIZE THE IMPROVEMENTS AND FACILITIES DUE TO THE FAILURE OF CONSTRUCTION MANAGER TO HAVE ACHIEVED SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE CONTRACT.

11.2 Time is of the essence in this Agreement. Therefore, if the Construction Manager fails to achieve Substantial Completion of the Work (or any portion of the Work) *on or before* the date established in Amendment No. 1, this being the date specified for Substantial Completion in the Agreement, then and in that event the Construction Manager shall pay to the Owner, as liquidated damages, the sums specified herein, per day, for each calendar day or portion of a day that Substantial Completion is delayed after the date specified for Substantial Completion, due to failure of the Construction Manager to have achieved Substantial Completion in accordance with the Contract Documents. It is hereby agreed by the parties that the liquidated damages to which the Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by the Construction Manager's failure to achieve Substantial Completion of the Work (or any portion of the Work) on or before Substantial Completion Date. It is hereby agreed by the parties that the harm that would be caused by such failure, which includes loss of expected use of the Project areas, provision of alternative storage facilities and rescheduling of moving and occupancy dates, is one that is incapable or very difficult of accurate estimation.

11.3 It is hereby agreed by the parties that if Substantial Completion of the Work (or any part of the Work) is not achieved *on or before sixty (60) days after* the date established in Amendment No. 1, this being the date specified for Substantial Completion in the Agreement, then and in that event the harm that would be caused to the Owner cannot be reasonably forecast because it would include business disruption to the Owner in addition to loss of expected use of the Project areas, provision of alternative storage facilities and rescheduling of moving and occupancy dates. Thus, at the Owner's option and in the Owner's sole discretion, the liquidated damages set forth herein may cease to be assessed under the Contract Documents after thirty (30) days after the date specified for Substantial Completion, and the Owner may choose thereafter to rely on its remedies under the Contract Documents and at law and in equity, including without limitation the recovery of actual damages.

ARTICLE 12

WARRANTIES

12.1 The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the Construction Manager to replace defective materials and equipment and re-execute defective Work which is disclosed to the Construction Manager by the Owner within a period of one (1) year after Final Acceptance of the entire Work or within a longer warranty time if such is specifically called for in the Specifications or as otherwise provided by law. In each instance where the Construction Manager becomes obligated to correct defective Work the one (1) year warranty period specified shall automatically be renewed and recommenced, beginning when such correction is completed as to the Work corrected, so that the Construction Manager's warranty obligations remain in effect as to each portion of the Work until each portion of the Work has functioned properly for an entire year.

12.1.1 The Construction Manager shall issue in writing to the Owner, as a condition precedent to final payment, a "General Warranty" reflecting the terms and conditions for all Work under the Contract Documents. This "General Warranty" shall be assignable only with the approval of the Construction Manager, which approval shall not be unreasonably withheld.

12.1.2 Except when a longer warranty time is specifically called for in the Specifications or as otherwise provided by law, the Construction Manager shall warrant for a period of twelve (12) months from Final Acceptance that the buildings shall be watertight and leakproof at every point and in every area, except where leaks can be attributed to damage to the buildings by external forces beyond the Construction Manager's control. The Construction Manager shall, immediately upon notification by the Owner of water penetration, determine the source of water penetration and, at its own expense, do any work necessary to make the buildings watertight. The Construction Manager shall also, at its own expense, repair or replace any other damaged materials, finishes, and furnishings damaged as a result of this water penetration, to return the buildings to their original condition.

12.1.3 Except when a longer warranty time is specifically called for in the Specifications or as otherwise provided by law, the "General Warranty" shall be for twelve (12) months from Final Acceptance and shall be in form and content otherwise satisfactory to the Owner.

12.1.4 Warranties shall become effective on a date established by the Owner and the Architect in accordance with the Contract Documents. This date shall be the date of Final Acceptance of the entire Work.

ARTICLE 13 OTHER CONDITIONS

13.1 Upon Substantial Completion of the Work, the Owner, Architect and Construction Manager shall walk the Project and prepare a "punch list" which will describe all of the items to be performed by the Construction Manager to bring the Project to full completion. When the Construction Manager performs these to the Owner's satisfaction, the Project shall be deemed to be one hundred percent (100%) completed.

13.1.1 For all items which appear on the "punch list," the cost of remedying or repairing same shall be considered a Cost of the Work as defined in the Contract Documents, unless repairs are due to the negligence of the Construction Manager.

13.2 If the Construction Manager's work has been completed, but a Certificate of Occupancy is not issued because of administrative delay on the part of the appropriate building authority, or because of the work of separate contractors at the Project site in the employ of the Owner, or for any reason beyond the

control of the Construction Manager, then the final payment will be made to the Construction Manager, provided that other requirements herein for final payment have been met.

13.3 The Construction Manager will protect the Work, materials and equipment on the Project site and will not damage or unduly interfere with the work, materials or equipment of others. The Construction Manager will not repair or replace, except for reasonable compensation, any of its work or installations damaged directly or indirectly through, by, or as a result of items listed in warranty provisions of the General Conditions and any of the following:

- .1 Defective design or material supplied by the Owner, or the Owner's separate contractor or supplier.
- .2 Any defect in materials or work, or defects caused by materials or work supplied by anyone other than the Construction Manager, its subcontractors, or its agents.
- .3 Damage to any items by the Owner or occupant during move-in, including but not limited to cabinets, appliances, countertops, drywall/plaster surfaces, floor/wall coverings, paint, plumbing fixtures, faucets, window glass, mirrors, electrical fixtures, and ceramic tile.

13.4 There is only one Guaranteed Maximum Price (GMP) provided by this Agreement. The amounts of the individual line items are not guaranteed. The final cost of any particular line item may be more or may be less than the estimate. The Construction Manager does, however, guarantee to perform all of the Work required by the Contract Documents within the GMP, and within the stated Contract Time

THIS AGREEMENT is entered into as of the latest date of the signatories indicated at the conclusion of this document and all attachments.

OWNER:

CITY OF HUTTO, TEXAS

By:


Debbie Holland, Mayor

Date:

10-9-14

CONSTRUCTION MANAGER-AT-RISK

AMERICAN CONSTRUCTORS, INC.

By:


Martin A. Burger, Vice President

Date:

9-26-14

FOR CITY, ATTEST:

By:


Christine Martinez, City Secretary
R-14-10-09-11A

FOR CITY, APPROVED AS TO FORM:

By:


Charlie Crossfield, City Attorney

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Karen Daly, City Manager

ITEM: Consideration and possible action nominating an individual to represent the City of Hutto on the Williamson County and Cities Health District (WCCHD).

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:

As a member of the Williamson County and Cities Health District (WCCHD), the City may appoint one voting member to represent the Hutto community.

According to Section 1.4 of the cooperative agreement, representatives “must be a citizen of the United States and must have resided at least three (3) years in the jurisdiction covered by the District. A director shall not be an elected official or employee of the Members or their immediate families, or employees of the District or their immediate families.” The term length is three (3) years.

The Leadership and Legislative Committee met on November 24, 2014, to discuss Board and Commission appointments as well as appointing a representative to the WCCHD Board. After reviewing applications and conducting interviews, they recommend appointment of Ehab Kavar as the Hutto representative to the WCCHD Board of Health.

BUDGETARY AND FINANCIAL SUMMARY:

Funding to join the Williamson County and Cities Health District was appropriated in the 2014-15 budget.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9A. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Micah Grau, Assistant City Manager

ITEM: Work session on the proposed East Street improvements.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:

During the FY15 budget adoption process, the City Council directed staff to look at the proposed East Street project included in the capital improvements plan and to develop a cohesive and unifying scope for the project. Up to this point, many variables for the project were unknown in regards to the street section design and right-of-way.

The Council Growth Guidance Committee reviewed the East Street options at their meeting held on November 17, 2014. The committee recommended that the City construct East Street from Farley to Pecan in a street section similar to the Farley Street project. This will require the City to expand the right-of-way from 60' (current) to 80'. In addition, the portion of East Street from Hwy 79 to Farley Street would be resurfaced. No other improvements were recommended for the portion of East Street south of Farley.

BUDGETARY AND FINANCIAL SUMMARY:

The estimated pricing options will be reviewed as part of the work session.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Growth Guidance Committee recommended the street section include the 80' right-of-way compared to the existing 60'.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. East Street Pricing Options

2. East Street Aerial

WIDE SECTION

Expand ROW between Farley Street and Pecan Street from 60' to 80'

12-foot sidewalks and angled parking on both sides of the street

Landscaping, street trees, and street furniture similar to Farley Street

Cost for street section from north edge of Farley Street to south edge of Pecan Street

ROW acquisition	\$	9,000
Construction	\$	616,865
Design/Survey/Environmental/Utility Coordination	\$	154,216

TOTAL COST \$ 780,081

Intersection Improvements similar to the intersection of East and Farley Streets

Construction	\$	102,389
Design/Survey/Environmental/Utility Coordination	\$	25,597

TOTAL COST \$ 127,987

CURRENT WIDTH SECTION TO MATCH OLD TOWN MASTER PLAN

6-foot sidewalk on both sides

Angled parking on west side, parallel parking on east side

Cost for street section from north edge of Farley Street to south edge of Pecan Street

Construction	\$	578,554
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Design/Survey/Environmental/Utility Coordination	\$	144,639
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TOTAL COST	\$	723,193
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Intersection Improvements similar to the intersection of East and Farley Streets

Construction	\$	88,603
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Design/Survey/Environmental/Utility Coordination	\$	22,151
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TOTAL COST	\$	110,753
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Overlay East Street from HWY 79 to south edge of Farley Street

Construction	\$	49,168
Design/Survey	\$	12,292
TOTAL COST	\$	61,460

Parking lot on property at SE corner of East and Pecan

Includes Landscape, Irrigation, and Lighting

ROW acquisition and demolition	\$	129,000
Construction	\$	194,325
Design/Survey/Environmental/Utility Coordination	\$	48,581
TOTAL COST	\$	371,907



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11A. **AGENDA DATE:** December 18, 2014

PRESENTED BY: Karen Daly, City Manager

ITEM: Consideration and possible action on recommendations from the Leadership and Legislative Committee for appointments to the Planning and Zoning Commission, Historic Preservation Commission, Zoning Board of Adjustments, Economic Development Board, Keep Hutto Beautiful Commission, Parks Advisory Board, Library Advisory Board, and Ethics Review Commission.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:

The Leadership and Legislative Committee has met numerous times to discuss pending vacancies and term expirations on the Planning and Zoning Commission, Historic Preservation Commission, Zoning Board of Adjustments, Economic Development Board, Keep Hutto Beautiful Commission, Parks Advisory Board, Library Advisory Board, and Ethics Review Commission. A recommendation will be provided at the Council meeting.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

It is recommended that the City Council make appointments to the Planning and Zoning Commission, Historic Preservation Commission, Zoning Board of Adjustments, Economic Development Board, Keep Hutto Beautiful Commission, Parks Advisory Board, Library Advisory Board, and Ethics Review Commission.

SUPPORTING MATERIAL:

There are no supporting documents.